

EXHIBIT A

PAG&E

179?
Pate given

Thomas W Sobiech
419 Burke St
Jersey Shore, PA 17740

October 9, 2013

RE: Account number 10020-66007

Dear Tina Sobiech:

Welcome to Pennsylvania Gas & Electric¹ ("PAG&E"). On behalf of everyone at PAG&E, we would like to thank you for enrolling in our competitive electricity supply program. We are committed to helping you lower your total energy costs. There are no fees for choosing PAG&E as your supplier, and there are no fees if you ever choose to go back to the utility. Plus, after 12 months of service with PAG&E, you will be eligible to receive a 12% rebate on your single highest month's electricity supply charge by completing and returning to us the enclosed rebate certificate.

You will soon receive a letter from your utility confirming your enrollment with us. Your utility will continue to read your meter and deliver your electricity, just as they do now, and your utility's monthly bills will include the electricity provided by PAG&E.

We have summarized the terms of your enrollment in our program below, but you should read the full enclosed Terms and Conditions.

- ❖ Utility: PPL Electric Utilities
- ❖ Account number: 10020-66007
- ❖ Product: Variable, 12% after 12
- ❖ Term: Month-to-Month
- ❖ Price: Starting Price \$0.07899 per kWh for November 2013
- ❖ Tax: Price includes gross receipts tax
- ❖ Cancellation fee: \$0
- ❖ In order to continue to receive our competitively priced variable rate and to be eligible to receive any applicable rebates, your account with the utility must remain current and not delinquent.

If your account is exempt from sales tax, please fax a copy of your applicable tax exemption certificate to (888) 829-5797. Be sure to reference your utility account number.

If you have any questions regarding your energy supply charges, please do not hesitate to call us toll-free at (866) 706-7361, Monday through Friday, 8:00 a.m. – 5:30 p.m. EST, and a Customer Service Representative will assist you. Be sure to visit us online at www.PAGandE.com.

Sincerely,

PAG&E's Customer Service Team
Enclosures: Terms and Conditions
Rebate Certificate

¹ Pennsylvania Gas & Electric is not a utility or affiliated with a utility. PAG&E currently offers service to most customers falling within residential and small business rate classes. PAG&E will not accept enrollments for net metered accounts.

Pennsylvania Residential Customers
TERMS AND CONDITIONS – ELECTRICITY – PURCHASE AND SALE AGREEMENT

1. **Background.** I ("Customer") (as defined in the Customer Enrollment Form, website enrollment, and/or transcript of the enrollment telephone call between PAG&E and Customer – collectively referred to as the "Enrollment Confirmation") want Pennsylvania Gas & Electric ("PAG&E")¹, to supply my home with all the energy I need subject to the eligibility requirements of my electric distribution company ("EDC"), and acceptance by PAG&E ("Agreement"). The Public Utility Commission of Pennsylvania ("PUC") has authorized PAG&E to act as an Energy Service Company and has entered into a service agreement with the EDC. PAG&E is a retail energy marketer and not my EDC. The PUC does not regulate the price of energy or other charges found in this Agreement. I am at least 18 years old and fully authorized to enter into this Agreement. PAG&E sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDC for both its charges and PAG&E's charges. I understand it will take time for PAG&E to cancel my account. I may rescind this Agreement without fees or penalties within three (3) business days of receipt of the Customer Enrollment Form, by contacting PAG&E in writing, at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or by telephone at (866) 706-7361.
2. **Term.** PAG&E will begin supplying my energy when the EDC switches my account to PAG&E. My Agreement with PAG&E will continue on a month-to-month basis until either party notifies the other party in writing of its desire to cancel this Agreement at least thirty (30) days before the intended month of cancellation. The EDC will send a confirmation notice of the transfer of service to PAG&E. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If the EDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.
3. **Definitions.**
Generation Charges. Charge for production of electricity.
Transmission Charges. Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
4. **Price.** Your rate for the Commodity Charges will be a variable rate that changes daily and includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes applicable state and local tax. Each month your rate will reflect your cost of electricity, including energy, other wholesale market services, the associated transmission and distribution charges and other market-related factors for your utilities transmission zone within the PJM ISO; plus all applicable taxes, fees, charges, costs, expenses and margins. The price assigned to you may not be the same price assigned to another variable rate account. Each month your bill for energy will be calculated by multiplying the Commodity Charges by the amount of energy used in the billing cycle plus applicable taxes. You may contact PAG&E each month at (866) 706-7361 to obtain your current rate for that day.
5. **Information.** For inquiries and information regarding energy suppliers and the competitive retail energy market, I can contact the PUC at (888) 782-3228.
6. **Emergency Service.** In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour electric emergency hotline (Duquesne Light – (888) 393-7000, PECO Energy Company – (800) 841-4141, Pike County Light & Power Company – (877) 434-4100, PPL Electric Utilities – (800) 342-5775, West Penn Power – (800) 255-3443, Met-Ed, Penn Power, Penelec (888) 544-4877) and local emergency personnel. If I experience service related problems, I should contact my utility.
7. **Dispute Resolution.** If I have a question or concern about my bill, I may contact PAG&E by contacting PAG&E in writing at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or by telephone at (866) 706-7361. PAG&E will refer all complaints to a staff member who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may call the PUC toll free at (800) 782-1110, or write the PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265.
8. **Cancellation Procedures.** Either party may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to PAG&E, at 4075 Linglestown Rd #113, Harrisburg, PA 17112, or to the other party at least thirty (30) days prior to the end of the intended month of cancellation. If I fail to notify PAG&E as set forth above, I shall remain liable to pay PAG&E for any energy acquisitions made by PAG&E to serve me under this Agreement at the price set forth above. It may take up to sixty (60) days after cancellation before I can receive supply from the EDC, or other energy supplier, depending upon the EDC, or other supplier procedures. During this time, I agree to pay for all energy I consume that PAG&E supplies to me. I will be issued a final bill within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. Customer may cancel this Agreement without penalty in the event Customer relocates from one location to another, even if the move is within an EDC's service territory. If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated.
9. **Energy Supply Quantity.** The EDC will determine all energy quantities supplied under this Agreement, including storage energy, and all such amounts will be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale.
10. **Agency & Power of Attorney.** I appoint PAG&E as my agent and grant PAG&E a power of attorney to act on my behalf in acquiring the supplies necessary to meet my energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any EDC services necessary to deliver energy to my premises. PAG&E provides these services to me at no additional charge, as they are already included in the price noted above.
11. **Invoicing and Payment.** Unless otherwise agreed to in writing, the EDC will invoice me monthly for energy supplied to me under this Agreement.
12. **Title.** All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by PAG&E, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from PAG&E to me.
13. **Liability.** In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

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14. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement, or to construe the terms hereof shall be exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.
15. Assignment. I may not assign my interest in any obligations under this Agreement without the express advance written consent of PAG&E. PAG&E may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.
16. Severance. If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
17. No Warranties. Unless otherwise expressly set forth in this Agreement, PAG&E provides and I shall receive no warranties, express, or implied, statutory, or otherwise and PAG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.
18. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of PAG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.
19. Force Majeure and Other Circumstances. PAG&E will not be responsible for supplying energy to me in the event of circumstances beyond its control such as events of Force Majeure, as defined by the EDC, or any transmitting or transportation entity, acts of terrorism, sabotage, or acts of God. If there is a change of any law, rule, regulation or pricing structure whereby PAG&E is prevented, prohibited or frustrated from carrying out its terms of this Agreement, PAG&E may cancel this Agreement.
20. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by me except for federal, state or local taxes imposed on the net taxable income of PAG&E. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.
21. Entire Agreement. This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.
22. Acceptance and Amendments. This Agreement shall not become effective until accepted by PAG&E. PAG&E reserves the right to reject or cancel this Agreement upon my failure to maintain satisfactory credit standing as determined by PAG&E in PAG&E's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by PAG&E in PAG&E's sole discretion. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If I do not agree to such amendment, I may cancel this Agreement by providing written notice to PAG&E within thirty (30) days of the date of PAG&E's notice of amendment.

Supplier name: Pennsylvania Gas & Electric Phone number: 1-866-706-7361 Business hours: 8:00 a.m. to 5:30 p.m. URL: www.PAGandE.com	EDC name: Duquesne Light Provider of last resort: Duquesne Light Address: 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 Phone number: (888) 393-7000 Universal Service Program Information: (888) 393-7000
PUC Electric Competition Hotline number: 1-800-692-7380	EDC name: PECO Energy Company Provider of last resort: PECO Energy Company Address: 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101 Phone number: (800) 494-4000 Universal Service Program Information: (800) 494-4000
Public Utility Commission (PUC): P. O. Box 3265 Harrisburg, PA 17105-3265	EDC name: Pike County Light and Power Company Provider of last resort: Pike County Light and Power Company Address: 390 W. Route 59 Spring Valley, NY 10977 Phone number: (877) 434-4100 Universal Service Program Information: (877) 434-4100
EDC name: Met-Ed Provider of last resort: Met-Ed Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	EDC name: PPL Electric Utilities Provider of last resort: PPL Electric Utilities Address: 827 Hausman Road Allentown, PA 18104 Phone number: (800) 342-5775 Universal Service Program Information: (800) 342-5775
EDC name: Penelec Provider of last resort: Penelec Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	EDC name: West Penn Power Provider of last resort: West Penn Power Address: 800 Cabin Hill Drive Greensburg, PA 15601 Phone number: (800) 255-3443 Universal Service Program Information: (800) 255-3443
EDC name: Penn Power Provider of last resort: Penn Power Address: 76 South Main Street Akron, OH 44308 Phone number: (888) 478-2300 Universal Service Program Information: (888) 478-2300	